

STATE OF ALABAMA

SHELBY COUNTY

This lease, made this 23 day of September, 1998, by and between Dr. C. C. Tamborrell and wife, Eunice Tamborrell, hereinafter referred to as "Lessor", and;

Eunice Susan Tamborrell, hereinafter referred to as "Lessee".

WITNESS: That the Lessor does hereby demise and let unto the Lessee trailer lot number 71 (426 feet) down L.M. Tract 456 ft around Shneider's Mill Rd. to the water and 806 ft from highway section 11, located at Shelby Peninsula on Lay Lake in Shelby County, Alabama, for use and occupation by the Lessee as a part-time residence, and for no other different use or purpose, for and during

the term beginning on the 23 day of September, 1998, and ending on the 22 day of September, 2007 (two thousand one hundred ninety seven)

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor in advance a rental of \$ 1.00 per day payable for a 99 year term.

nearly next year term  
This lease is made upon the following terms, conditions and covenants:

1. Lessor shall allow Lessee to connect the trailer situated on the above described lot water and sewage disposal lines presently or hereinafter located. Lessee agrees to make such connections in a good, adequate and workmanlike manner and will notify Lessor before making such connections or making disconnections thereafter. Lessor shall not, however, be responsible in any way whatsoever for the loss of water due to circumstances not caused by Lessor, nor will Lessor be responsible in any way for any defect in or breakdown in the sewage or septic tank system on said property, all such risks being assumed by Lessee herein.
2. Lessee will be responsible for the proper disposal of all waste and garbage on the property. No trash or other rubbish will be burned by Lessee on the premises. The storage or accumulation of objects or other matter over, under or around the outside of any trailer which may be either unsightly or hazardous to health shall not be allowed.
3. Lessee shall be entitled to launch free of charge, the owned personal boat of Lessee at a point or points to be designated by Lessor. Lessor shall not, however, be responsible for maintaining any ramps, piers or other structures in and around said launching site.
4. Lessee shall be responsible for maintaining order at all times on said property and shall not permit or tolerate any loud or boisterous conduct.
5. Lessee shall not assign, sub-lease, or transfer this lease without written consent of the Lessor or his agent. Lessee shall not advertise mobile home "For Sale" nor erect any "For Sale" sign on mobile home without prior written permission if Lessee intends to leave the mobile home on leased lot. In the event any of these things are done without prior written consent, this lease shall immediately become null and void, and Lessor shall retain any rentals paid to date. In the event Lessee is given written permission to sell mobile home and assign or transfer their lease, the purchasers must be approved by the Lessor or his agent.

Lessee shall at no time have more than three (3) vehicles parked on his lot without permission from Lessor or his agent.

Lessee shall not make any structural changes to his mobile home or his leased lot without permission from the Lessor or his agent. This includes no trimming or cutting of ANY trees.

8. Lessee will pay, when due, all bills for electricity and/or other utilities used on or about said premises, commit no waste of property and keep in good condition, and clear all sewage disposal lines and drains which may become stopped between trailer and the lines.
9. In the event the rent is not paid by Lessee or if Lessee violates any provision of this lease or uses or permits any part of the leased premises to be used for any illegal purpose or purposes prohibited by State, County, or Federal laws or violates any other provision of this said lease, the Lessor or his agent may, at their option, immediately terminate this said lease and re-enter the premises after giving twenty-four (24) hours written notice to Lessee of the intention to terminate the same. Any failure on the part of Lessor or his agent to exercise rights under this agreement shall not be deemed a waiver or relinquishment thereof.


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10. Lessee certifies that Lessee is the sole owner of the unit or mobile home being placed on the above described property. Lessee further understands that this unit, while on said above described and leased property, shall be "owner occupied" and shall not be rented out to anyone else or subleased, assigned or transferred in any way.
11. It is expressly understood and agreed that the Lessor or his agents are in no way responsible for any damage that may occur or be caused by any leakage, getting out of order, or defective condition of any water or sewage pipes, pumps, septic tanks, or any other connected or related facilities or caused by or growing out of any defect in said premises, or any part thereof. It is also understood and expressly agreed that Lessor or his agents are in no way responsible for any maintenance that may be required due to any leakage, getting out of order, or defective condition of any water or sewage pipes, pumps or septic tanks or other connected or related facilities or caused by or growing out of any such defect in said premises, or part thereof, and Lessee agrees to so maintain said sewage pipes, pumps, septic tanks and connected or related facilities or lines in a workable condition, correcting any and all such defects within forty-eight (48) hours from the time the same occurs.
12. Lessor or his agents, shall have the right to enter said premises at any reasonable hour to make such inspections as Lessor, or his agents, in their sole discretion, deem necessary.
13. Lessor, his agents, servants, or employees, shall not be responsible for any loss or injury to the property or to the person of Lessee, Lessee's guests, agents, servants, or employees nor to any other person, firm, or corporation for injury or damage to the person or property of such third person, firm or corporation, in any manner whatsoever and Lessor, his agents, servants, or employees are hereby expressly and especially exempted from all such liability.
14. In the event Lessee violates any of the provisions of this said agreement, Lessee agrees to pay Lessor a reasonable attorney's fee in the event of the employment of any attorney to enforce this said contract and Lessee does hereby waive any and all rights to claim or have any personal property exempt from levy or other legal process under the law.
15. Lessor further reserves the right to promulgate such other and reasonable rules and regulations as Lessor in his sole discretion may from time to time deem necessary for the safety, care, and cleanliness of the premises and for the preservation of good order thereon.
16. It is further agreed and understood that no commercial venture or operation shall be conducted on said lot.
17. Lessor reserves the right to grant unto any utility company, easements for the purpose of the installation of utilities to serve Lessor's property.

18. Lessee agrees to honor all existing liens and that this document is for management purposes only (Judge 15:16) and may be cancelled at Lessee's discretion.

WITNESS  
  
 Jan 21, 2001

LESSOR  
  
 C. C. Tamborrel, by  
 Eunice Susan Tamborrel, P.H.

WITNESS

LESSEE

WITNESS

LESSEE

Inst # 1998-37478

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